

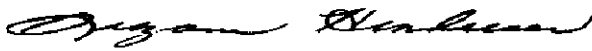
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NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**RATIFICATION OF NO SURFACE USE OIL AND GAS LEASE**

THE STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TARRANT

§

**WITNESSETH:**

**WHEREAS**, on January 17<sup>th</sup>, 2008, Clarence E. Miles, a married man, herein dealing in his sole and separate property ("Lessor" whether one or more), entered into a Thirty Six (36) Month No Surface Use Oil and Gas Lease (the "Lease") with Dale Property Services, LLC ("Lessee" whether one or more), covering land located in Tarrant County, Texas, as evidenced by a No Surface Use Oil and Gas Lease, which was recorded as Tarrant County Clerk Document No. **D208058732**, Official Public Records, Tarrant County, Texas (the "Lease"); and described as follows:

0.217 acres of land, more or less, being Blk 1R Lot 15, Hawthorne Place Addition, an addition to the City of Arlington, Tarrant County, Texas, being more particularly described by that certain Plat recorded in Volume 388-98, Page 63, Plat records of Tarrant County, Texas

**WHEREAS**, at the time the Lease was entered into, Wanda J. Miles also owned the property; and,

**WHEREAS**, at this time, Lessee, its successors and/or assigns, desire to have Wanda J. Miles adopt, ratify and confirm said Lease and all of the terms and provisions thereto.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned does hereby adopt, ratify and confirm the Lease as to all of its terms and provisions therein and does hereby lease, grant, demise and let the interest of the undersigned in the land covered by the Lease unto Lessee, its successors and assigns, in accordance with all of the terms and provisions of the Lease as fully and completely as if the undersigned had originally executed, acknowledged and delivered the same to Lessee.

The undersigned hereby further declares that the Lease in all of its terms and provisions, is a valid and subsisting Oil and Gas Lease, and declares that said Lease is binding upon the undersigned, its heirs, legal representatives, successors and assigns.

In the event of a conflict between the provisions contained in this instrument and any other provisions contained in the Lease, the provisions contained in this instrument shall prevail to the extent of such conflict; in all other respects the Lease shall remain in full force and effect.

**IN WITNESS WHEREOF**, this instrument is executed as of the date of acknowledgment of the signatures below, but shall be deemed effective for all purposes as of date of the Lease.

**LESSOR:**

By:

  
Wanda J. Miles

ACKNOWLEDGMENT

STATE OF TEXAS

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COUNTY OF TARRANT

This foregoing instrument was acknowledged before me on the 8<sup>th</sup> day of December 2010, by Wanda J. Miles.



Brenda Hampton Higgins  
Notary Public, State of Texas